

STANDARD TERMS AND CONDITIONS OF PURCHASE

Whereas AerSale, Inc. (or an affiliate thereof) is the "Buyer" and the "Seller" is the entity selling Buyer parts or services, typically identified on the face of this Purchase Order.

This Purchase Order is hereafter referred to as the "Order."

The headings in this Order are for reference only and shall not affect the interpretation of this Order.

1. ACCEPTANCE-ENTIRE AGREEMENT

This Order is entered into between Seller and Buyer (each a "Party" and, collectively, the "Parties") and both Parties agree to be bound by and to comply with all the terms and conditions of this Order, and all specifications and other documents referred to in this Order. Seller's performance called for by this Order shall be deemed acceptance of this Order. This Order, with such documents as are expressly incorporated herein by reference, is intended by the Parties as a final expression of their agreement with respect to such terms as are included herein and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the Parties and no usage of trade shall be relevant to determine the meaning of this agreement.

THIS ORDER DOES NOT CONSTITUTE AN ACCEPTANCE BY BUYER OF ANY OFFER TO SELL, ANY QUOTATION, OR ANY PROPOSAL. REFERENCE ON THE FACE OF THIS ORDER TO ANY SUCH OFFER TO SELL, QUOTATION, OR ANY PROPOSAL SHALL IN NO WAY CONSTITUTE A MODIFICATION OF ANY OF THE TERMS AND CONDITIONS OF THIS ORDER. BUYER OBJECTS IN ADVANCE TO THE INCLUSION OF ANY ADDITIONAL, INCONSISTENT OR DIFFERENT TERMS PROPOSED BY SELLER, INCLUDING BUT NOT LIMITED TO TERMS CONTAINED IN THE ACCEPTANCE OR ACKNOWLEDGMENT OF THIS ORDER. THE INCLUSION OF TERMS BY SELLER WILL BE OF NO SIGNIFICANCE, AND SUCH PROPOSED TERMS WILL NOT BE CONDITIONS OR ADDITIONAL TERMS TO THIS ORDER, AND BUYER'S ACCEPTANCE OF SELLER'S GOODS OR SERVICES SHALL NOT BE DEEMED AN ACCEPTANCE OF SUCH TERMS. ANY ADDITIONAL, INCONSISTENT OR DIFFERENT TERMS, REGARDLESS OF WHETHER PROVIDED BEFORE OR AFTER THIS ORDER, AND REGARDLESS OF WHETHER SUCH TERMS AND CONDITIONS MATERIALLY CHANGE THIS ORDER, AND IRRESPECTIVE OF ANY PAYMENT BY BUYER HEREUNDER, SHALL BE VOID AND OF NO LEGAL EFFECT UNLESS SPECIFICALLY AGREED TO IN A SIGNED WRITING BY BUYER'S AUTHORIZED REPRESENTATIVE.

Buyer may withdraw the Order at any time before it is accepted by Seller.

2. PRICE

The prices for the goods or services purchased by Buyer pursuant to this Order will be Seller's prices specified on the face of this Order. No extra charges of any kind including interest charges, service charges or carrying charges will be allowed unless specifically agreed to in writing signed by Buyer's authorized representative.

3. PAYMENT

Payment terms shall be net thirty (30) days from the date delivery is made or complete and accurate documentation (including invoices with bills of lading, any required certifications, express receipts and bills for prepaid transportation) is received, whichever last occurs, provided, however, if delivery is accepted by Buyer more than ten (10) days prior to the delivery or shipping date specified on the face of this Order, the payment due date shall be computed from the delivery or shipping date specified or receipt of complete and accurate documentation, whichever last occurs.

4. TAXES AND OTHER CHARGES

The price for the goods or services include, unless otherwise agreed and specifically listed on the face hereof, all packing, inspection, insurance and shipping costs and all federal, state and local excise, sales, use, value added, transfer or other taxes assessable against the production, sale, shipment or use of any goods or services covered by this Order. Any such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the sales made under this Order are for Seller's account, and Seller hereby agrees to pay them.

5. DELIVERY AND DEFAULT

Time is of the essence in the performance of this Order. Delivery shall not be deemed to be complete until goods or services have actually been accepted by Buyer. Delivery of goods or services must be made within the time specified in this Order. In the event Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Order, Seller shall promptly notify Buyer in writing. If Seller does not complete delivery within the time specified, Buyer may require delivery by fastest way, and charges resulting from the premium transportation must be fully prepaid and absorbed by Seller. Buyer may by written notice of default to Seller terminate the whole or any part of this Order (i) if Seller fails to perform within the time specified herein or any extension thereof; or (ii) if Seller fails to perform any of the provisions of this Order. In the event of termination pursuant to this section, Buyer shall have the right, in addition to any other rights and remedies conferred by law or under this Order, to procure, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those terminated, and Seller shall be liable to Buyer for any excess costs for such similar goods or services. Unless otherwise agreed in a writing signed by Buyer's authorized representative, Seller shall not make material commitments or production arrangements in excess of the amount ordered or in advance of the time necessary to meet the agreed upon delivery schedule. It is Seller's responsibility to comply with this schedule, but not to anticipate Buyer's requirements. Goods may not be shipped to Buyer more than ten (10) days in advance of the time specified in this Order without Buyer's prior written approval. Any unapproved shipments may be returned to Seller at Seller's expense, shipping charges collect inclusive of customs fees and duty and taxes, if applicable.

6. QUANTITY

If Seller delivers more than the quantity of goods ordered, Buyer may reject all or any excess goods. Any such rejected goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the goods and instead accepts the delivery of goods at the increased quantity, the price for the goods shall be adjusted on a pro-rata basis.

If Seller delivers less than the quantity of goods ordered, Buyer has the right, in addition to any other rights and remedies conferred by law or in this Order, to: a) return the goods at Seller's risk and expense, shipping charges collect (and Buyer shall not be liable for payment of such goods and, if Buyer has already paid, it will be entitled to a full refund); or b) to accept the reduced quantity. If Buyer accepts the reduced quantity, such acceptance shall not relieve Seller of the obligation to ship the shortfall in compliance with the terms and conditions of this Order.

7. PACKAGING AND IDENTIFICATION

Each shipment under this Order must be positively identified by suitable marking on the outside of each package, including notice of hazardous substances, in accordance with industry standards and will comply with applicable laws, including all applicable provisions of Title 49 of the Code of Federal Regulations, and carrier requirements. An itemized list of contents must be contained in each shipment bearing the order number and on the outside of each shipment in format approved by Buyer. No charge will be allowed by Buyer for cartage or packing unless agreed upon beforehand in writing. All expenses incurred by Seller's failure to furnish necessary shipping documents shall be charged to Seller. All

STANDARD TERMS AND CONDITIONS OF PURCHASE

goods will be packed in accordance with ATA 300. All wood packaging material manufactured out of coniferous and non-coniferous raw wood must meet the requirements of ISPM 15-2002.

8. QUALITY AND INSPECTION

Notwithstanding (i) payment, (ii) passage of title, or (iii) prior inspection or test, all goods or services delivered shall at all times be subject to Buyer's final inspection and testing, but neither Buyer's inspection or testing nor failure to inspect or test shall relieve Seller from full responsibility for furnishing goods and services conforming to the requirements of the Order, nor prejudice any claim, right or privilege Buyer may have because of defective or unsatisfactory goods or services. If at any time, any of the goods delivered or services performed are found to be defective in design, material or workmanship or are not in conformity with the drawings specifications or other requirements of the Order, including failure to provide material safety data sheets, certifications or any other required documentation, Buyer reserves the right to reject and return at the risk and expense of Seller such portion of any shipment which may be defective or fails to comply with specifications, without invalidating the remainder of the Order. Any goods or services rejected or otherwise not meeting the standards set forth above may be held for disposition at the expense and risk of Seller or, at Buyer's sole discretion, be returned for credit or promptly replaced or reperformed by Seller at Seller's sole expense. If Seller fails to timely deliver replacement goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order.

During the performance of this Order, and at no additional cost to Buyer, Seller's quality control or inspection system and manufacturing processes shall be, upon reasonable advance notice, subject to review, verification, and analysis by Buyer, governmental regulatory agency (i.e. the Federal Aviation Administration (FAA)), or as otherwise required by applicable law. Seller will furnish to Buyer, as reasonably necessary, all that is required to successfully perform the inspection including, but not limited to, information regarding subcontractors and suppliers. In the event the performance of said inspection requires Buyer (and any person authorized by Buyer to conduct the inspection on its behalf), its customers, the FAA, or any government regulatory agency to enter Seller's premises, Seller shall provide reasonable facilities and assistance for the safe and convenient performance of these duties. Records of all such inspections covered by this Section shall be kept complete and be available to Buyer during the performance of this Order and for such longer periods as may be specified in this Order or as otherwise required by Buyer. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Order, and Buyer shall have the right to conduct such further inspections as it deems necessary.

9. INSPECTION OF BOOKS AND RECORDS

Seller shall keep and maintain such books, records and other documents as are necessary to demonstrate its compliance with all FAA requirements. Seller grants Buyer (and any person authorized by Buyer to conduct the inspection on its behalf) the right to examine those books, records, documents and other supporting data which will permit adequate evaluation of Seller's compliance with FAA, EASA or other foreign aviation regulatory agency. This right may be exercised at any time upon reasonable advance notice to Seller.

10. CANCELLATION

If Buyer cancels this Order, Buyer's sole obligation for cancellation shall be to: (a) pay Seller for those goods actually shipped and accepted by Buyer up to the date of cancellation, and (b) reimburse Seller for costs incurred by Seller for unfinished goods as of the date of cancellation, but only if such goods are specifically manufactured for Buyer and are not standard goods of Seller. In no event shall Buyer be responsible for loss of anticipated profit nor shall reimbursement exceed the order value, and in no case shall Buyer's responsibility be greater than liability equal to thirty (30) days of finished goods and/or services in process (WIP) and thirty (30) days of raw material, unless specifically agreed to in writing signed by Buyer's authorized representative. In the event Seller

suspends operations of its business, becomes insolvent, or becomes subject to any law relating to bankruptcy, insolvency or relief of debtors, Buyer may, at its option, either cancel this Order without recourse by Seller except for payment of any goods actually shipped and accepted by Buyer up to the date of cancellation, or request Seller to provide assurances of performance in writing within five (5) days, the sufficiency of which will be determined by Buyer in its sole and absolute discretion.

11. CHANGES

Buyer shall have the right to make changes to this Order, including, without limitation, changes to quantities, specifications and/or delivery schedules. If such changes affect delivery or the amount to be paid by Buyer, Seller shall notify Buyer within ten (10) days following a change requested by Buyer with Seller's proposal for adjustments to price or schedule along with sufficient supporting data to justify such adjustments for Buyer's consideration and discussion with Seller. Any claim by Seller for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by Seller of the notification of change. Any price increase, additional charges, or extension of time for delivery shall not be binding on Buyer unless evidenced by a purchase order change notice issued and signed by Buyer and Seller.

12. CONFIDENTIAL INFORMATION

Seller agrees not to make use of nor disclose to third parties any data, designs, drawings, specifications and other information furnished to it by Buyer, except for the performance of this Order. Upon completion, cancellation or termination of this Order, Seller shall return to Buyer, all such data, designs, drawings, specifications and other information, including copies made by Seller. This Order is confidential between Buyer and Seller, and it is agreed by Seller that none of the details connected herewith shall be published or disclosed to any third party without Buyer's permission set forth in a writing signed by Buyer's authorized representative. Any knowledge or information which Seller shall have disclosed or may hereafter disclose to Buyer and which in any way relates to the goods or services covered by this Order shall not unless otherwise specifically agreed to in writing by Buyer be deemed to be confidential or proprietary information and shall be acquired by Buyer free from any restrictions (other than a claim for patent infringement), as part of the consideration for this Order.

13. ASSIGNMENT AND FLOW-DOWN REQUIREMENT

Neither this Order, nor any portion thereof, may be assigned, subcontracted or transferred by Seller without prior written consent of Buyer. Any purported assignment or delegation in violation of this Section is void. In the event this Order is assigned, subcontracted, or transferred with the prior consent of Buyer as set forth in a writing signed by Buyer's authorized representative, the Order requirements must be flowed down to sub-tier suppliers, and work performance by subcontractors must be verified by an FAA 8130-3 form, when applicable. No assignment, subcontract or transfer shall relieve Seller of any of its obligations under this Order.

14. WARRANTIES

A. Intellectual Property

Seller warrants that goods sold and services performed under this Order do not, and will not, infringe any valid patent, copyright, trademark, trade secret or any other intellectual property interest owned or controlled by any other person. In the event that the buying, selling or use of said goods or services is enjoined, Seller shall at its own expense and at its option either procure for Buyer the right to continue buying, selling and using said goods or services or replace same with a non-infringing equivalent; or remove said goods or services from commerce and refund to Buyer the purchase price and the related transportation and handling costs thereof.

B. Compliance with Law

STANDARD TERMS AND CONDITIONS OF PURCHASE

Seller warrants that, in the performance of this Order, Seller and all goods and services provided hereunder will comply with all applicable federal, foreign, state and local laws, ordinances, codes, regulations, and orders now in effect or which may become effective including, but not limited to, all applicable environmental laws and regulations, United States Department of Commerce and other United States import controls, laws and regulations which may require licensing or authorization for and/or prohibit export, re-export or diversion of products or services, including but not limited to International Traffic in Arms Regulations (ITAR) (22 CFR 120.1 to 130.17), Export Administration Regulations (EAR) (15 CFR 730.1 to 774.1 (and supplements thereto), Anti-boycott laws, Foreign Trade Regulations (FTR) (15 CFR 30.1 to 30.74), and U.S. embargoes and economic sanctions programs administered by the Office of Foreign Assets Control (31 CFR 500.101 to 597.901), and all FAA or applicable foreign aviation regulations, orders and other requirements directly or indirectly applicable to Seller.

C. General Warranty

Seller warrants that all goods and services delivered under or pursuant to this Order shall be free of any claim of any nature by any third person and that Seller will convey clear unencumbered title thereto to Buyer as provided hereunder. Seller also warrants that all goods and services sold hereunder or pursuant hereto will be of the best quality of their respective kinds and free from all defects in material and workmanship, and shall conform strictly to the specifications, drawings, samples or other requirements including performance specifications, specified or furnished and shall be merchantable and fit for Buyer's intended purposes. Unless manufactured pursuant to detailed design furnished by Buyer, Seller assumes design responsibility and warrants the items to be free from defects in design and fit for the intended purpose. At Buyer's option and without limiting the rights and remedies of Buyer under this Order, for any breach of this warranty Seller shall take all necessary action, at Seller's full cost and expense, to correct such breach in the most expeditious manner possible. All costs incurred in the expedient correction of breach, (including premium time, de-installation, installation, re-commissioning and freight if required by Buyer's operating needs) shall be borne by Seller. In the event of failure by Seller to correct defects in or replace nonconforming goods or services expeditiously, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the full cost incurred by Buyer thereby.

The warranties in this Section shall run to Buyer, its successors, assigns, customers, and other users of the goods or services. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitation runs from the date of Buyer's discovery of the breach of warranty.

15. INDEMNITY

Seller shall defend, indemnify and hold harmless Buyer, its affiliates, and subsidiaries, and their respective officers, directors, employees, agents, financiers, shareholders, representatives, subcontractors, successors, assigns, insurers and reinsurers and any of Buyer's customers buying or using the goods or services specified herein ("Buyer's Indemnitees"), from any and all losses, liabilities, damages, penalties, injuries, claims, judgments, demands, actions, suits, costs and expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) of whatsoever kind and nature, arising directly or indirectly from

(a) any actual or alleged infringement of intellectual property interests, by reason of buying, selling or using the goods or services supplied under this Order;

(b) any actual or alleged failure by Seller to comply with any federal, foreign, state or local statutes, regulations or other legal obligations, including without limitation all FAA and foreign aviation regulatory requirements;

(c) any actual or alleged misrepresentation by Seller or any breach or default in the performance of Seller's obligations under this Order with respect to ownership, possession, use, operation, condition, sale, purchase, lease, maintenance, selection, manufacture, or delivery of any item or items of goods or services;

(d) any actual or alleged injury to or death of persons or damage to property in any manner due to, in whole or in part, any actual or alleged act or omission on the part of Seller; and

(e) any actual or alleged defects in goods sold or services provided to Buyer pursuant to this Order, whether or not discoverable by Buyer.

With respect to any matter covered by this section 15, Buyer and/or Buyer's Indemnitees will have the right to select counsel and Buyer's consent, not to be unreasonably withheld, must be obtained for any settlement.

16. INSURANCE

Without limiting Seller's duty to hold harmless and indemnify Buyer as set forth in this Order, Seller shall, at its own expense, maintain and carry insurance in full force and effect in such types and amounts as do reasonably prudent companies in Seller's industry, all with insurance carriers with an AM Best rating of no less than A- or equivalent. All insurance required by this Section must cover Buyer, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees and agents as additional insureds. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Order. Seller shall provide Buyer with thirty (30) days advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of recovery or subrogation against Buyer, its subsidiaries and affiliated companies, and its and their respective officers, directors, shareholders, employees, and agents. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligation in this Order.

17. GOVERNMENT CONTRACTS

If this Order involves, or if Seller is otherwise informed, that it is placed, directly or indirectly, under or in connection with, a contract of the United States Government or any State or other governmental authority, or involves Buyer's goods for which approval or authorization is required, then certain flow-down requirements will be applicable to Seller as instructed by Buyer. Seller agrees to comply with all such flow down provisions. Seller also agrees, upon request, to furnish Buyer with a certificate or certificates in such form as Buyer may require certifying that Seller is in compliance with all such terms and conditions as well as any applicable law or regulation. Upon request, Buyer will make available to Seller copies of all pertinent terms and conditions required by any such government contract or product approvals or authorizations.

18. BUYER'S PROPERTY

Unless otherwise agreed in a writing signed by an authorized representative of Buyer, all drawings, sketches, blueprints, specifications, designs, models, tools, molds, jigs, dies, patterns and other material and information furnished or paid for by Buyer pursuant to this Order or any applicable order and any replacement thereof or any materials affixed or attached thereto shall be and remain the property of Buyer and shall be delivered to Buyer or otherwise disposed of in accordance with Buyer's instructions. Such property, and whenever practical each individual item thereof shall be plainly marked or otherwise adequately identified by Seller as Property of Buyer and shall be safely stored separate from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Seller assumes all risk and liability for loss of or damage to Buyer's property in its custody or control,

STANDARD TERMS AND CONDITIONS OF PURCHASE

except for normal wear and tear, and shall insure such property at its own expense for an amount at least equal to the replacement cost thereof, with loss payable to Buyer and such property shall be subject to removal at Buyer's written request in which event Seller shall prepare such property for shipment and shall redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear expected, all at Seller's expense. Such property while in Seller's custody or control shall be held free of any liens at Seller's risk.

19. SURVIVAL

The obligations of the Parties under this Order which by their nature would continue beyond the termination, cancellation, expiration, or completion of this Order, including by way of illustration and not limitation, those in the following sections: Inspection of Books and Records, Confidential Information, Indemnity, Insurance, Warranties, Government Contracts, Limitation on Buyer's Liability, and Product Support, shall survive termination, cancellation, expiration, or completion of this Order.

20. TITLE AND RISK OF LOSS

Seller assumes the following risks: (a) all risks of loss or damage to all goods, work in process, materials and other things until the delivery thereof as herein provided; (b) all risks of loss or damage to third persons and their property until the delivery of all goods as herein provided; (c) all risks of loss or damage to any property received by Seller or held by Seller or its suppliers for the account of Buyer, until such property has been delivered to Buyer or its customers as the case may be, and (d) all risk of loss or damage to any of the goods rejected by Buyer, from the time of shipment to Seller until redelivery to Buyer. Title to goods and services purchased by Buyer hereunder shall pass to Buyer simultaneously when risk of loss to such goods and services passes to Buyer in accordance with the terms herein.

21. GOVERNING LAW AND VENUE AND WAIVER OF JURY TRIAL

This Order and all matters arising out of or based upon this Order or the subject matter hereof shall be governed by, and construed in accordance with, the laws of the **State of Florida**, without giving effect to any conflict of laws rules, principles, or provisions that would require or permit application of the law of any jurisdiction other than the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Order.

Each of the Parties agrees that all actions, suits or proceedings arising out of or based upon this Order or the subject matter hereof shall be brought and maintained exclusively in the state or federal courts located in Miami-Dade County in the **State of Florida** and each of the Parties by execution hereof hereby irrevocably submits to the jurisdiction of the state and federal courts located in Miami-Dade County in the **State of Florida** for the purpose of any action, suit or proceeding arising out of or based upon this Order or the subject matter hereof. The provisions of this section shall not restrict the ability of either Party to enforce in any court, without geographic limitation, any judgment obtained in the state or federal courts located in Miami-Dade County in the **State of Florida**.

22. SEVERABILITY

A holding that any term or condition hereof is void or unenforceable shall not render void or unenforceable any other terms or conditions of this Order.

23. WAIVER

There shall be no waiver of any claim or right arising under this Order unless the waiver is supported by consideration and is in writing signed by the aggrieved Party. The failure of either Party to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions nor the right thereafter to enforce each and every such provision.

24. SETOFF

Buyer shall have the right at any time to set-off any amount owed by Seller to Buyer against any amount due and owed to Seller on this Order.

25. SERVICES ON BUYER'S PREMISES

If Seller's performance under this Order involves operations by Seller on the premises of Buyer or Buyer's customer, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such services. Seller shall maintain such public liability, property damage and employees' liability and compensation insurance as will protect Buyer from said risk and from any claims under applicable worker's compensation and occupational disease acts. Seller hereby agrees on behalf of its employees, agents and representatives, to submit to any security requirements of Buyer, or Buyer's customer, and to comply with all rules and regulations established by Buyer. Seller shall have sole responsibility for all governmental taxes and contributions imposed with respect to all persons compensated by Seller while such persons are on the premises of Buyer or Buyer's customer.

26. LIMITATION ON BUYER'S LIABILITY

IN NO EVENT WILL BUYER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR DAMAGES RELATING TO BUSINESS INTERRUPTION, LOSS OF USE, DIMINUTION IN VALUE, PROPERTY DAMAGE, OR FOR LOSS OF PROFITS, REVENUE, OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. BUYER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS ORDER OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES OR UNIT THEREOF, WHICH GIVES RISE TO THE CLAIM. BUYER SHALL NOT BE LIABLE FOR PENALTIES OF ANY KIND. THE LIMITATION OF BUYER'S LIABILITY UNDER THIS SECTION SHALL APPLY REGARDLESS WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF BUYER AS TO THE GOODS OR SERVICES DELIVERED HEREUNDER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED AND ALL RIGHTS OF SELLER TO COMMENCE ANY COURT ACTION OR PROCEEDING WITH RESPECT TO THIS ORDER SHALL TERMINATE ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

27. PRODUCT SUPPORT

Seller warrants that items of the type purchased under this Order, including the sub-assemblies and spare parts, shall be made available by Seller in a timely manner to Buyer and its customers during the operational life of the items purchased or for ten (10) years after the date of final shipment under this order, whichever is later. Further, during said period, Seller shall continue to provide technical support and service at the same level as presently provided. In the event Seller discontinues manufacture of the aforementioned items, sub-assemblies or spare parts thereof, Seller shall make available to Buyer all drawings, specifications, data and know-how which will enable and facilitate Buyer, its suppliers or its customers to manufacture or procure and use and sell said items, sub-assemblies and spare parts under a royalty-free license which is hereby granted.

28. FORCE MAJEURE

Neither Party will be responsible for any failure to perform hereunder due to unforeseeable circumstances beyond either party's control, including acts of God, war, terrorism, riot, embargoes, acts of civil or

STANDARD TERMS AND CONDITIONS OF PURCHASE

military authorities, fire, flood, or labor strike. In such event, either Party shall have the right to terminate if the cause of such failure or delay persists for a period in excess of ninety (90) days. If in Buyer's discretion the delay is not capable of prompt remedy, Buyer may terminate this Order for its own convenience pursuant to the terms of this Order.

29. CONSTRUCTION

In the event of an ambiguity or question of intent or interpretation arises, this Order shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Order.

30. CERTIFICATION AND TRACEABILITY

Where applicable, the goods or services purchased by Buyer shall include the following documentation to be provided to Buyer at the time of sale:

- A non-incident/accident related material certification and trace documents to a FAA/EASA or other approved certificated source.
- In addition, all material supplied must be traceable to a prior source and bear acceptable documentation to meet at least one of the requirements of Appendix "A" of the ASA-100 Standard.
- Certification and trace documents to OEM for aircraft standard parts

31. SUPPLIER DIVERSITY

At the request of Buyer, Seller shall provide certifications qualifying the Seller as a Diverse Supplier, for purposes of Tier I Supplier Diversity reporting, and information regarding their involvement with Diverse Suppliers, for purposes of Tier II Supplier Diversity reporting.

Organizations that are considered Diverse Suppliers include but are not limited to, Minority Owned Business Enterprises (MBE), Woman Owned Business Enterprises (WBE), Disabled Veteran Owned Business Enterprises (DVBE) and Veteran Owned Businesses Enterprises (VBE) and Small Business (SB).

32. FURTHER ASSURANCES

Each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

33. TRADE COMPLIANCE

Seller understands that any products and/or technology that may be provided by Buyer under this Agreement are subject to import, export, re-export, economic sanctions, foreign trade control, antiboycott, and anti-corruption laws and regulations of the United States and other applicable jurisdictions (collectively, "International Trade Laws"), which may include the Export Administration Regulations ("EAR"), the International Traffic in Arms Regulations ("ITAR"), sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Controls ("OFAC"), U.S. Arms Export Control Act, U.S. Export Administration Act, regulations relating to imports administered or enforced by U.S. Customs and Border Protection, and the U.S. Foreign Corrupt Practices Act. Seller agrees, warrants, and represents that (i) Seller, its shareholders, subsidiaries, affiliates, and their respective directors, officers, employees do not appear on or are subject to any Restricted Party List of an agency of the U.S. Government, an applicable non-U.S. Government, or international organization; and (ii) Seller will not export, re-export, transfer, or release the products and/or technology subject of this Agreement, or products manufactured from the subject technology, in violation of applicable International Trade Laws.